

Urban Websites- Hosting Client Agreement

Where the content states: "We" includes Urban Websites or any party acting on Urban Websites implicit instructions. "Client" or "Reseller" includes the person purchasing the services and/or any party acting on the customer's instructions. "Member" includes the purchaser of services and/or any party acting on the purchaser's instructions. "The Registrant" includes the person applying for a domain name or any party acting on the Registrant's instructions. "The Registry" refers to the relevant domain names Registry. "Server" means the computer server equipment in connection with the provision of the Services. "Website" means the area on the Server allocated by us to you for use by you as a site on the Internet. "TOS" includes this agreement. Urban Websites reserves the right to modify this policy at any time, effective immediately upon posting of the modification to this URL: <https://www.urbanwebsites.com/privacy-policy.html>. In consideration of the mutual covenants herein, the parties agree to the following, which shall apply during the term of this agreement:

By using any portion of Urban Websites service, you are agreeing to this service agreement on this document entirely.

1. Domain Name Registration and SSL certificates

1.1 We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk.

1.2 The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against us in respect of refusal to register a domain name. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.

1.3 We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

1.4 We shall not release any domain to another provider unless full payment for that domain has been received by us.

1.5 Urban Websites reserves the right to revoke or refuse an SSL certificate with or without prior notice.

1.6 Urban Websites reserves the right to increase/decrease our SSL prices at anytime with or without prior notice.

1.7 Urban Websites reserves the right to provide the customer with another equivalent SSL certificate should the advertised one not be available.

1.8 Urban Websites provides no warranties or guarantees on the nature and functionality of the certificates.

1.9 Urban Websites does not provide technical support for SSL certificates apart from installing it for you.

1.10 SSL certificates issued free of charge because it was part of your package can be used on either Urban Websites servers or another website not hosted by us. The choice is up to the customer. The SSL cert will be revoked if the hosting account is canceled unless the customer begins paying for the certificate at our advertised prices.

1.11 SSL Certificates & Free domains can only be received after successful payment and after our 14 day money back guarantee period has ended.

2. Personal Web Hosting Account

2.1 Customer may not resell space in their account. Personal accounts are to be used by the primary owner only, account holders are not permitted to resell, store or give away web-hosting services of their website to other parties. This includes email services, cgi scripts, mySql services Web hosting services are defined as allowing a separate, third party to host content on the owner's Website. Exceptions to this include ad banners, classified ads, and personal ads. Should customer wish to host materials for companies that are not under direct control of customer, arrangements should be made by sending mail to admin@UrbanWebsites.com. Failure to comply with this is grounds for immediate suspension of account until such time as the issue is resolved. Unauthorized Reselling or Providing Access Personal Account Services such as offering email

services and accompanying features for use by individuals outside of the required use on your own account; the reselling or giving away of CGI and other scripts installed on Urban Websites Servers; or providing access codes to individuals not authorized to receive such materials as necessary for the running of your website or account.

3. Use of services

3.1 Excessive CPU, Bandwidth or Disk Space Usage has the ability to compromise our shared hosting environment. This is the result of using the system in a manner that encumbers disk space, processors or other system resources beyond the allowances of your specific plan type and to the degree that your usage compromises the hosting accounts of our other customers.

3.2 Excessive resource usage - cgi scripts or other executable code that consumes an undue amount of CPU time [defined dynamically by Urban Website sat will] will be reprioritized if possible, or we will ask you to discontinue its use either permanently or the script is altered by yourself or third party to operate in a less resource-hungry manner. Failure to cease operation of the offending executable will be considered as server abuse. Urban Websites reserves the right to terminate any process which it deems to be using excessive resource usage.

3.3 Background processes - background process [that is, application or utilities that are started from within an interactive shell login, and set to run permanently in the background on a server] are not to be initiated without prior arrangement with use. We reserve the right to examine all code before it is run on the server. Running of background processes without prior arrangement in and confirmation in writing from Urban Websites is server abuse.

3.4 Compiling - User rights to access compiler software is available upon request and arrangement. Once again, we choose to examine any code that is compiled and executed from our hardware. If you need access to the CP compiler, please contact us describing your need for access. Compiling without prior arrangement and written confirmation is server abuse.

3.5 Mailing Lists - Urban Websites has allocated tools to ensure proper delivery of opt-in opt-out mailing lists and normal email. It is important that you use these tools accordingly. All full packages include access to the pre-installed Mailman Mailing List Software. Large mailing lists, (those exceeding 500 subscribers) sent using the Urban Websites Services, must be sent using the mailing list tools that have been pre-installed for this purpose. If your mailing list exceeds 1,500 addresses you should contact Urban Websites requesting permission to send the mailing through the Urban Websites servers prior to sending any messages. Sending a large mailing through mailing list software other than Urban Websites pre-installed software can adversely

affect the flow of email. Should such a large mailing disrupt normal services or create unacceptable server loads, the account associated with the mailing risks termination.

3.5a Mailing lists operated on Urban Websites servers must be double opt-in with specific clear instructions in order to opt-out.

3.6 Pornography - Urban Websites prohibits the storage and transmission (inbound and outbound) of pornography with the exception of soft-core erotic art. Written permission must be obtained before any pornographic material is stored and/or transmitted through Urban Websites servers.

3.7 Copyright software, Warez, destructive applications, copyright media, proprietary computer information and hacking & cracking sites are strictly prohibited on any portion of our services and network. Customers storing & transmitting (inbound and outbound) files that violate copyright or other federal laws are grounds for instant termination of service.

3.7a Warez Sites are sites that are typically used by "hackers" to trade (upload/download) illegally pirated copies of software programs with one another. Urban Websites Hosting has a zero-tolerance policy on all Warez Sites. Sites that become a trading post for "warez" programs will be reported to any and all regulatory, administrative, and/or governmental authorities for prosecution. In addition to your account being deleted from our servers, you may face legal action that can be taken against you by the programmers/software companies of the copyrighted software.

3.8 Any incident of server abuse is grounds for immediate and unconditional account termination. Common examples of abusive practices are listed below and Urban Websites Hosting reserves the right of interpretation as to what constitutes abusive practices. In short - if you are unsure that your actions may be perceived as an abuse of service, contact Urban Websites Hosting directly to check with us before proceeding.

3.8a Ignorance of your actions and consequences does not exempt you from liability.

3.8b Urban Websites reserves the right to financially penalize any customer violating this agreement. The amount the customer is penalized is determined by Urban Websites. The customer agrees to pay all financial penalties placed by Urban Websites in full and within 30 days.

3.9 Email abuse - Unsolicited Commercial Email ['Spam'] is implicitly forbidden. This is considered server abused and is grounds for immediate termination.

3.10 Trafficking of illegal content - in the same way that storing illegal content on your account is banned, likewise is the utilization of your account to traffic illegal content, by any means or method, it must not reside on nor pass through a Urban Websites servers.

3.11 IRC sessions - Using Urban Websites Hosting servers to run an Internet Relay Chat [IRC] session is grounds for immediate termination. This includes the use of BNC and other redirection servers to indicate a source address on any Urban Websites Hosting server. Running IRC from our servers makes them targets for attack. Don't run IRC sessions, IRC bots, IRC servers or IRC proxies. IRCs, Chat Rooms, MUDs, etc. Also software used in the maintaining of an IRC connection (daemons), 'bouncers', 'eggdrops' and the like are strictly prohibited. We will give no warning before terminating this activity and the account responsible.

3.12 Hacking / Denial of Service - Network activity that constitutes an attack on any internet host from a Urban Websites is grounds for immediate termination of likely prosecution.

3.13 Selling for free - Urban Websites prohibits any portion of its services to be resold without charge. This includes but not limited to: entire hosting accounts, email services, scripts, FTP accounts, MySQL databases, applications, licenses, webspace and bandwidth (this includes image hosting and file/data hosting services, either free or subscription/fee based).

1.13a Proxy websites and such are prohibited.

3.14 Any reselling of Urban Websites services is prohibited unless clearly stated otherwise. Portions of a cPanel shared account may not be resold under any circumstances. Only resources

in Webhost Manager may be resold under a reseller agreement (i.e. with the purchase of a reseller package).

3.15 Urban Websites backs up data for its own use and disaster recovery. The customer is encouraged to make their own backups. Customers may request 1 free restore per month. Urban Websites makes its backups to an offsite location. We do not make any guarantees on the integrity and reliability of the backups.

3.16 Urban Websites guarantees a 99.9% server uptime to shared hosting customers (including reseller customers). The following credit schedule applies:

99.5 - 99.89 = 70% service credit

99.0 - 99.49 = 80% service credit

98 - 99 = 90% service credit

97.99 - 95.00 = 100% service credit

3.16a Customers claiming credit under our uptime guarantee must do so by opening a ticket within 72 hours of the incident with their username, main account domain and PayPal subscription ID or latest order number if you are paying by credit card. All requests after 72 hours of the downtime incident happening will be void.

3.16b Uptime guarantee and crediting schedule do not apply to subaccounts created by resellers and VPS customers.

3.17 Urban Websites guarantees a 99.9% network uptime guarantee to VPS customers. Conditions in section 3.16a apply and the crediting policy set in 3.16 of this agreement also apply to this condition.

3.18 Urban Websites has the final say and will determine the uptime of our servers and will base its uptime on our own monitoring systems. External monitoring statistics set up by customers will not be considered as evidence of uptime/downtime.

3.19 Only one promotion can be used when ordering. Multiple promotions cannot be combined together and used together. Only one promotion per paying account. Urban Websites reserves the right to refuse a promotion to a customer.

3.19a Urban Websites reserves the right to revoke a promotion already being used or a new promotion introduced with or without prior notice.

3.19b Urban Websites reserves the right to reduce the advertised time of the promotion running time with or without prior notice

3.20 Customers wishing to take advantage of our "free migration from your old host" are limited to 10 free migrations from cPanel to cPanel servers. After the 10 initial migrations, the user is responsible to the transferring of files. Users should note that they are free to upload full cPanel backup files to our systems for us to restore. In which case we can restore up to 25 sites free of charge.

4.0 Reseller and VPS (Virtual Private Server) Responsibility

4.1 The reseller/VPS customer is liable and responsible for all actions of their account and subaccounts created by the reseller/VPS customer. As the reseller/VPS customer you agree to accept all responsibility and liability for your actions and the actions of your sub-users either directly or indirectly.

4.2 Terms of Service violations as a result of a sub-user account being exploited with or without knowledge will be the responsibility of the reseller/VPS account holder.

4.2a Resellers & VPS customers are responsible for the content of the accounts they create. If those accounts are hacked/abused, the reseller will be accountable for all costs and liability.

4.3 The reseller & VPS account holder agrees to actively monitor their subaccounts to ensure all subaccounts and their own account are abiding by all of Urban Websites policies and Terms of Service.

4.4 The legal liability and legal responsibility of the subaccounts of the reseller/VPS belongs to the reseller/VPS customer.

4.5 Urban Websites reserves the right to financially charge the reseller/VPS customer for any contract violation.

4.6 If an IP assigned to a VPS client is blocked and/or blacklisted, Urban Websites will impose a non-negotiable \$100.00 penalty fee payable within 24hrs. Urban Websites reserves the right to take further action should this bill remain unpaid.

4.7 Resellers are responsible for ensuring that the domain they choose upon sign up is the domain they wish to use. If the reseller requests to have the domain name of the main reseller account changed, a \$25.00 one-time admin fee is charged.

5.0 Payment and Bills

5.0a All accounts are set-up on a pre-pay basis only

5.1 Urban Websites provides a 3-day no interest credit period to the customer to allow resolution of any payment issues. Urban Websites reserves the right to reduce the credit period time at its own discretion at anytime. Urban Websites reserves the right to impose a late fee of 25% (with a minimum of \$5.00 USD) of the total invoice value if no payment within 3 days of the due date.

5.2 Urban Websites will suspend your account if outstanding bills have not been paid in within 5 days. Urban Websites reserves the right to suspend the account.

5.2a If after 7 days outstanding bills owed to Urban Websites have not been paid in full and no further credit arrangements have been made, Urban Websites will terminate all hosting accounts and deactivate all other services purchased through Urban Websites until all owed amounts have been paid in full.

5.3 After account suspension, Urban Websites will not provide you with any account backups unless the full outstanding bill has been paid in full before backups are deleted.

5.4 Urban Websites reserves the right to impose a re-activation fee for accounts that have been suspended

5.5 Urban Websites reserves the right to impose a late fee for circumstances where your bill has not been paid in full and on time.

6.0 Refunds & Cancellations

6.1 You can only cancel your account by opening a support ticket with our billing department supplying your: Main account domain, username, password, subscription number or latest order number.

6.1a If you do not cancel using the procedures set in section 6.1, your account will not be canceled and will be subject to charges.

6.1.1 You must notify Urban Websites at least 7 days before your next billing.

6.1.2 If you do not notify Urban Websites at least 7 days before your next billing date with your intent to cancel, you will be charged for any subsequent months where the cancellation notice has not been provided to Urban Websites at least 7 days before the due date.

6.2 Accounts canceled under our 14 day money back guarantee are subject to a full refund for the hosting account only (less any additional fees), UNLESS the account was purchased under a special promotion held by Urban Websites.

6.2a Accounts purchased under any Urban Websites promotion (with or without coupon code) are EXCLUDED from the 14 day money back guarantee.

6.2b Any free additional services provided are deducted from the total refund amount of customers requesting a refund under our 14 day money back guarantee. The following fees are deductible (hence will not be refunded):

WHMCS: \$5.00
ClientExec: \$5.00
SSL certificate: \$10.00
Domain Reseller: \$1.00
Support Desk Software: \$1.00

Legal Document templates: \$20.00 (in the case where it was provided free).

Website templates: \$20.00 (in the case where it was provided free).

If you have requested or used any of the above services, they will not be refunded as part of the 14 day money back guarantee and thus considered as chargeable items.

6.3 If you have violated our Terms of Service, the 14 day money back guarantee no longer applies to you.

6.4 Domains, SSL certificates, IP addresses and any additional services ordered are not governed by our 14 day money back guarantee.

6.5 If you are requesting credit under our 99.9% uptime guarantee (i.e. we did not provide you with 99.9% uptime), then the request must be submitted within 72 hours of the incident happening. Otherwise the request will be void.

6.6 You must allow up to 30 days for credit and refunds to be processed and applied to your account.

6.7 If you have paid yearly for your account but cancel while having unused months not yet paid for, the remaining unused amounts will not be refunded. Customers have 16 days to request a refund regardless of how many days, weeks, months or years you have paid for.

6.8 If you are using our domain reseller account services, and cancel your account, the domain reseller account will be suspended and any funds loaded in the domain reseller will be forfeited.

Any domains in the domain reseller will also be forfeited. The customer is thus responsible for transferring any domains away from our domain reseller before terminating an account with us.

7.0 Supplementary Policies

7.0 Urban Websites reserves the right to introduce additional policies found at "<https://www.urbanwebsites.com/privacy-policy.html>". By agreeing to these terms of service, you are also agreeing to all policies at "<https://www.urbanwebsites.com/privacy-policy.html>".

7.1 By accepting this terms of service you hereby declare you are aware of these policies, have read them in their entirety and agree to abide by all conditions set in the policies.

7.2 By accepting these terms of service, you declare that you understand the policies may be changed at anytime with and/or without notice.

7.3 By accepting these terms of service, you declare that you understand it is the responsibility of 'you' to check for updates and ensure you are not violating any of the supplementary policies.

8.0 Support Restrictions

8.1 Urban Websites does not provide support for 3rd party scripts including all scripts listed in Fantastico, RVSiteBuilder, ClientExec and any other script unless explicitly stated.

8.2 If you open a ticket requesting support for a 3rd party script, your ticket will be reprioritized as low priority and may be closed without an answer.

8.3 The offer of any particular service does not constitute an obligation on Urban Websites part to tutor the necessary skills to utilize that service, only to provide system-specific information.

8.4 problems with domain names/DNS issues are NOT directly the responsibility of Urban Websites. DNS is a cooperative system and works solely because the parties involved in running the system agree to cooperate in the furtherance of the DNS/domain system. We will do our best to isolate the source of the problem at hand, however unless this source is hardware directly under the control of Urban Websites, then the task of acquiring a solution will fall back into your hands. Urban Websites will advise when requested, but rarely intermediate in domain issues not directly related to the operation of one of our DNS servers.

8.5 Urban Websites covers free initial migration from your previous host. This service is limited to cPanel/WHM to cPanel/WHM transfers. We offer basic troubleshooting after account migration to ensure things have been transferred successfully. Urban Websites does not cover 3rd party script troubleshooting. It is your responsibility to ensure your scripts are compatible with our server environment.

8.6 The same support restrictions also apply to our end-user support.

9.0 Lawful Purpose

9.1 Urban Websites reserves the right to refuse service to anyone. Customers may only use Urban Websites server for lawful purpose. Transmission of any material in violation of any Federal, State/Province or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of Urban Websites Hosting management. Regardless of the place of signing this agreement, the client agrees that for purposes of venue this contract was entered into in Calgary, Alberta, Canada and any dispute will be litigated or arbitrated in Calgary, Alberta, Canada.

10.0 Indemnification

10.1 CUSTOMER AGREES THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD Urban Websites HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST Urban Websites, ITS AGENTS, ITS CUSTOMERS, OFFICERS AND EMPLOYEES, THAT MAY ARISE OR RESULT FROM ANY SERVICE PROVIDED OR PERFORMED OR AGREED TO BE PERFORMED OR ANY PRODUCT SOLD BY CUSTOMER, IT'S AGENTS, EMPLOYEES OR ASSIGNS. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS Urban Websites AGAINST LIABILITIES ARISING OUT OF; (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE

DISTRIBUTED IN CONNECTION WITH Urban Websites SERVER; (2) ANY MATERIAL SUPPLIED BY CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY; (3) COPYRIGHT INFRINGEMENT AND (4) ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM Urban Websites SERVER.

11.0 Disclaimer

11.1 Urban Websites WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. Urban Websites MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. Urban Websites DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY Urban Websites AND ITS EMPLOYEES. Urban Websites RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME.

11.2 URBAN WEBSITESRESERVES THE RIGHT TO CANCEL/SUSPEND/TERMINATE YOUR ACCOUNT AT ITS OWN DISCRETION WITH OR WITHOUT REASON IF IT FEELS THE ACCOUNT WILL CAUSE DAMAGE TO THE ORGANISATION OR ANY OTHER REASON. URBAN WEBSITESRESERVES THE RIGHT TO ALTER THE SERVICES PROVIDED AT ANY TIME WITH OR WITHOUT NOTICE.

11.3 ALL SUB-NETWORKS, RESELLERS AND DEDICATED SERVERS OF Urban Websites MUST ADHERE TO THE MENTIONED HERE POLICIES.

11.4 FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT DEACTIVATION.

12.0 Intellectual Property Rights

12.1 Material accessible to you through Urban Websites services may be subject to protection under the United States, Canada or other copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use Urban Websites or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the Urban Websites network. If you use a domain name in connection with Urban Websites or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

13.0 Contract

13.1 Urban Websites reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service). All users of Urban Websites Internet services, and their clients, must comply with this AUP and our TOS (Terms of Service). Please check back regularly for any updates.

14.0 Acceptable Use Policy (AUP)

ACCEPTABLE USE POLICY

This Acceptable Use Policy document, including the following list of Prohibited Activities, is an integral part of your Hosting Agreement with Urban Websites. If you engage in any of the activities prohibited by this AUP document Urban Websites may suspend or terminate your account.

Urban Websites's Acceptable Use Policy (the "Policy") for Urban Websites Services is designed to help protect Urban Websites, Urban Websites's customers and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by Urban Websites. Urban Websites reserves the right to modify the Policy at any time, effective upon posting at <https://www.urbanwebsites.com/privacy-policy.html>.

Prohibited Uses of Urban Websites Systems and Services:

A. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

B. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through Urban Websites servers is prohibited. Likewise, the sending of UBE from another service provider advertizing a Website, email address or utilizing any resource hosted on Urban Websites's servers, is prohibited. Urban Websites accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.

C. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists

run by Urban Websites customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any Urban Websites-hosted domain, or referencing any Urban Websites account, is prohibited.

D. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks.

E. Operating an account on behalf of, or in connection with or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org.

F. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").

G. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.

H. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Urban Websites customers or end-users by any means or device.

I. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the Urban Websites network or on another provider's network.

J. Using Urban Websites Services to interfere with the use of the Urban Websites network by other customers or authorized users.

Customer Responsibility for Customer's Users

Each Urban Websites customer is responsible for the activities of its users and, by accepting service from Urban Websites, is agreeing to ensure that its customers/representatives or end-users abide by this Policy.

Complaints about customers/representatives or end-users of an Urban Websites customer will be forwarded to the Urban Websites customer's postmaster for action. If violations of the Urban Websites Acceptable Use Policy occur, Urban Websites reserves the right to terminate services with or take action to stop the offending customer from violating Urban Websites's AUP as Urban Websites deems appropriate, without notice.



Web Design Agreement

This Agreement is between Urban Websites ("Urban") and the Customer referred to in the Schedule and/or Quote.

Consulting Services

1. Urban will provide consulting services to the Customer relating to the creation or modification of a Website. The specific nature of the services to be provided by Urban will be as specified in the Schedule and/or Quote ("the Services"). Subject to any lawful restraint imposed upon it by any other party (such as an obligation as to confidence), Urban will make available to the Customer all knowledge, information and expertise in its possession in performing the Services. If the Customer wishes Urban to perform any services other than those specified in the Schedule and/or Quote (including without limitation to provide any additional functionality) or to provide further or other Products or software, then Urban shall be entitled to quote the Customer separately for the provision of those services or the provision of those products or software. If the Customer accepts that quotation then the provisions of this Agreement will apply to the provision of those additional services, products or software.
2. Unless otherwise agreed in writing by the parties, the term of this Agreement will commence on the date specified in the Schedule and/or Quote.

3. Unless specifically stated as a fixed price quote, any cost estimates that are or have been given by Urban are estimates only. Actual time spent and Products supplied may be used as the basis for billing.

Products

4. Urban may also supply the Customer with Products (as ordered by Customer and agreed by Urban) from time to time. In the context of this Agreement, "Products" means any hardware and/or third party software provided to the Customer by or on behalf of Urban pursuant to this Agreement.

Reporting and Meetings

5. The Customer shall make its employee (specified in the Schedule and/or Quote or such other person as the Customer shall nominate in writing) (the "Customer Contact") available to meet with Urban when reasonably required by Urban for the purposes of discussing the status of the Services. Urban will meet regularly with the Customer Contact (by remote communication facility if necessary) and report to the Customer on the status of the Services.

Consulting Rates, and Other Expenses

6. Urban will provide Services to the Customer and will be entitled to charge the Customer for such Services at the rates specified in the Schedule and/or Quote.
7. Urban shall be entitled to provide the Services remotely from its own premises and will not be required to attend the Customer's premises. If Urban is required to attend the Customer's premises for any reason pursuant to this Agreement, the Customer will reimburse Urban for reasonable transport and/or accommodation expenses incurred by Urban in doing so. However this does not include transport or accommodation expenses where the Customer's premises are located within 25kms of 144 – 919 Centre Street NW Calgary, AB T2E 2P6.
8. The Customer authorizes Urban to obtain access to the Customer's computing facilities referred to in the Schedule and/or Quote (the "Facilities") using the remote means of access referred to in the Schedule and/or Quote ("Means of Access") and subject to any Restrictions on Access set out in the Schedule and/or Quote, for the purposes of providing the Customer with Services.

9. Urban will not use the Means of Access (or any other methods of remote access) to access the Facilities for any purpose other than to provide the Services. However, Urban shall be permitted to gain remote access to the Facilities for lawful purposes using any publicly available means (such as the World Wide Web), which do not require special authorization.

10. Urban will take the following steps to ensure the security of the Facilities (insofar as the use of Urban systems and the Means of Access are concerned):
 - a) ensuring that no passwords are stored in easily recognizable form on Urban's own systems in circumstances where a breach of Urban's own internal security may reveal them;

 - b) ensuring that only those employees and contractors of Urban who are required to access the Facilities using Urban's systems and the Means of Access are able to do so;

 - c) ensuring that the Facilities are not capable of being accessed by a system or user, which transits Urban's own systems, except as permitted by this Agreement.

11. The Customer indemnifies Urban against any loss or damage arising directly or indirectly from any unauthorized use of the Facilities to which Urban has been granted remote access, provided that such unauthorized use has not arisen as the result of any material breach by Urban of its own obligations under Clause 10 of this Agreement.

12. The Customer will also reimburse Urban for all expenses incurred by Urban on the Customer's behalf or in carrying out its obligations under this Agreement.

13. The Customer will pay Urban for the cost of any Products (including any licensing that Urban is required to pay to obtain a sub-license in favor of the Customer for any third party software) together with Urban's own charge that it levies for handling and/or obtaining any relevant sub-licenses.

Payment of Invoices

14. Urban will be entitled to invoice the Customer on an interim basis at least monthly for progress payments for any Services performed or Products supplied during the previous month (or during any earlier period which has not previously been invoiced) together with such expenses as the

Customer is required to reimburse Urban. Such invoices shall contain such information and detail as the Customer may reasonably require to permit the Customer to account for the Services and Products (for instance, by attaching copies of any time sheets) reasonably prescribed by the Customer.

15. All invoices rendered by Urban are payable within fourteen (14) days from the date of invoice. The Customer agrees to pay Urban in full within this time period.
16. If the Customer fails to pay any invoice by the due date for payment, then without prejudice to Urban's rights under this Agreement, the Customer shall also pay Urban interest on the outstanding amount at the rate of 2% per month.

Confidentiality

17. Urban will not disclose to any third party or use other than for the purposes of this Agreement any knowledge or information imparted to or obtained by it during or in connection with the fulfillment of this Agreement which is of a secret or confidential nature relating to the business, equipment, processes relating to the equipment, the products, services, process or business strategies offered or employed by the Customer. This obligation of confidence will cease to apply in relation to information that Urban is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by Urban of its obligations of confidence under this Agreement.

Intellectual Property

18. Unless otherwise agreed in writing by Urban, the copyright and all other rights relating to any software provided to the Customer by or on behalf of Urban pursuant to this Agreement (the "Intellectual Property") will remain the property of Urban or where applicable its licensors.
19. Upon payment in full for the Services provided by or on behalf of Urban pursuant to this Agreement, Urban grants the Customer a non-exclusive and non-transferable perpetual license to use the Intellectual Property for the Customer's own business purposes, and in the case of the third party software, will obtain a sub-license in favor of the Customer in similar terms.

20. Urban warrants to the Customer that to the best of its knowledge, it has the right to grant the licenses referred to in this Agreement, and the use by the Customer of any software provided by Urban will not infringe the rights of any third party.
21. Urban also grants the Customer the right to copy the Intellectual Property for the purposes of staff and subcontractor education and system backups. However, the Customer must not copy any of the Intellectual Property for any other purposes.
22. The Customer must not de-compile, disassemble, decrypt, extract or otherwise reverse engineer any part of any software that is provided to the Customer by Urban without Urban's prior written consent.
23. The Customer must hold any software (in source and/or in object code) and other materials provided to the Customer by Urban confidential. The Customer must not disclose any of those materials to any third party without Urban's prior written consent. The Customer must also take all reasonable steps within its power to protect the Intellectual Property of Urban.

High Risk Activities

24. None of the software or the Products provided pursuant to this Agreement is designed or intended to be fault-tolerant or designed or intended for use as or for use where their failure or malfunction could lead to death, personal injury, or economic, physical or environmental damage ("High Risk Activities"). The term "High Risk Activities" includes but is not limited to on-line control equipment in hazardous environments requiring fail-safe performance (such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support machines, weapons systems, banking or financial control or reporting systems, or security systems). The Customer warrants that it will not use, distribute or resell any of the Products or the software for any High Risk Activities and that it will ensure that permitted end-users of such Products or software are provided with a notice in the form set out in this Clause. The Customer will indemnify Urban for any loss, cost, damage or third party claim arising from the Customer's use of any of the Products in High Risk Activities or from any breach by the Customer of this clause.

Liability

25. Except for express undertakings to indemnify and any warranties set out in this Agreement:
- a) To the extent permitted by the law, Urban expressly excludes all conditions and warranties whether express or implied.
 - b) Notwithstanding any other provision in this Agreement, in no event will Urban be liable to any party including the Customer for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including for loss of profits, use, data, or other economic advantage), however it arises, whether for breach of this Agreement or in tort, and even if Urban has been previously advised of the possibility of such damage. Further, liability for such damages shall be excluded, even if inclusive remedies provided hereunder fail their essential purpose. The Customer will indemnify Urban and keep it indemnified from and against any claims by any third party for or in respect of such damages.
26. Certain provisions relating to the trading of goods and services and other statutes, rules and regulations in Canada may imply certain non-excludable warranties or conditions. To the extent that they are not permitted to be excluded, Urban's liability for breach of such conditions or warranties and the Customer's sole and exclusive remedy in relation to such breaches shall be limited to:
- a) in the case of Products or software or other goods supplied by Urban, at Urban's option:
 - i) the replacement or repair of those Products or software or goods, or the supply of equivalent goods; or
 - ii) the payment of the cost of replacing or repairing the Products or software or goods or of acquiring equivalent goods; and/or
 - b) in the case of Services, at Urban's option:

- i) supplying the Services again; or
- ii) the payment of the cost of having the Services supplied again.

27. The Customer is solely responsible for the proper backup and protection of all of its software and data, as well as the implementation and maintenance of firewalls and security measures (including proper virus control) in relation to the Facilities.

Assistance and Facilities

28. The Customer will provide Urban with all reasonable assistance and facilities free of charge (including without limitation of the Means of Access and the other Items referred to in the Schedule and/or Quote, office facilities, and liaison with the necessary officers and employees of the Customer) in order to permit Urban to efficiently provide the Services.

No Indirect Employee Hiring

29. The Customer undertakes to Urban that it will not for a period of two years from the termination of this Agreement entice away or endeavor to entice away from Urban any employee of Urban. The Customer acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of Urban.

Agreement Non-exclusive

30. The Customer acknowledges that Urban is providing Services to the Customer on a non-exclusive basis and that Urban may provide services of the same or a similar nature as the Services to any other party.

Termination

31. This Agreement may be terminated in the following circumstances:
- a) By either party by giving the other party thirty (30) days notice in writing to that effect;
 - b) Immediately by Urban by notice in writing if the Customer fails to remedy a breach of this Agreement (including any provision as to payment) within fourteen (14) days of receipt of a notice from Urban of such breach requiring it to do so; or
 - c) By either party immediately by notice in writing if the other party takes any corporate action or other steps are taken or legal proceedings are started (and are not withdrawn, discontinued or struck out within twenty-one days) for its winding up, liquidation or dissolution (other than for the purposes of reconstruction) or the appointment of an administrator, receiver, receiver and manager, official manager, Liquidator, provisional Liquidator, trustee or similar office of it or of any or all of its revenues and assets ("Insolvency Event"), and such Insolvency Event remains in existence in respect of such party as the time of service of the Notice.
32. On termination of this Agreement however occurring, all moneys unpaid by the Customer pursuant to this Agreement will immediately become due and payable. If such moneys remain unpaid for a period of thirty days then (without prejudice to any other rights that Urban may have for breach of this Agreement or otherwise) Urban will be entitled to retake possession of the Products and to disable any software provided pursuant to this Agreement (including by remote means).
33. The Customer's obligations (including any obligations to indemnify) under clauses 11, 18 to 23 inclusive (Intellectual Property), 24 (High Risk Activities), 25 to 27 inclusive (Liability), and Urban's obligations under clause 17 (Confidentiality) shall survive the termination of this Agreement for whatever reason.

General

34. Any notice required or contemplated by this Agreement shall be deemed to have been duly given if it is in writing, properly addressed and delivered personally or mailed by registered or certified mail, postage prepaid addressed or by fax or electronic mail to the Customer or Urban at the address set out in the Schedule and/or Quote or this Agreement or such other address nominated by a party in writing.
35. The Customer may not assign any of its obligations under this Agreement without the prior written consent of Urban. However Urban may arrange for subcontractors to perform any of Urban's obligations under this Agreement.
36. Urban will not be liable to the Customer or to any third party for any non-performance or delay in the performance of its obligations under this Agreement, if events or conditions beyond its reasonable control cause the non-performance or delay and Urban gives the Customer prompt notice thereof. In no event will this provision affect Customer's obligation to make payments to Urban under this Agreement except in respect of Services that are unable to be performed by Urban, until they can be performed.
37. A failure, delay, relaxation or indulgence by either Party in exercising any right, power or privilege conferred on the Party by this Agreement shall not operate as a waiver of the power or right. A single or partial exercise of any right, power or privilege hereunder does not preclude the further exercise of the same right or the exercise of any other right hereunder. A waiver of a breach does not operate as a waiver of any other breach.
38. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, then;
 - a) Where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
 - b) In any case the offending provision must be severed from this Agreement the remainder of this Agreement shall continue in full force and effect unless such reading down or severance affects the basic nature of this Agreement.

39. This Agreement shall be governed by and must be construed in accordance with the laws of Alberta, Canada, and the Customer irrevocably submits to the non-exclusive jurisdiction of the courts of that Province.

Special Note on Website Packages:

HTML Websites include up to 5 websites pages, 5 rounds of changes and 10 images.

CMS Websites include a design with up to 6 main pages capable of unlimited additional website pages, changes and image adjustments ready to be performed by the Customer.